

Commercial Guard - Property Owners

Policy Summary



This is a summary of the standard cover available under the Fortis Property Owners insurance policy. The summary does not include all the policy benefits, limits and exclusions; full terms and conditions can be found in the policy wording, a copy of which is available from your insurance adviser on request. The policy, and not this summary, is the basis of the contract of insurance.

Fortis Commercial Guard Property Owners Policy

The Property owners Insurance Policy is an annual insurance contract that gives cover for business insurances. The policy is underwritten by Fortis Insurance Limited, with the exception of the Legal Expenses section which is underwritten by DAS Legal Expenses Insurance Company.

The cover may be varied to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule. If you opt for a period of insurance that is greater than one year, you are advised to review your cover periodically. The sums insured you choose

must represent the full values at risk; if they do not, payments may be reduced in the event of a claim. Refer to your insurance adviser for full advice on your sums insured and cover requirements.

The Property Owners policy has specified sections and sub-sections of cover. Some of these are standard and are applied automatically and others are optional and can be included at your request. This policy summary is set out following the available sections of cover in the policy wording.

Section 1

Material Damage (Standard Cover)

The insurance can include damage by the following causes which are as defined in the Cover Causes section of the policy wording. The policy schedule will show which causes are insured for each item.

- Fire, lightning or explosion
- Theft or attempted theft
- Specified perils

- Subsidence
- Accidental damage

It also includes breakdown as set out in the policy wording.

Principal Cover and Benefits of Section 1

	Property Covered	Maximum Amount Payable
Buildings (Standard Cover)	The structure of your business premises including walls, gates and fences and landlord's fixtures and fittings, (but not carpets or glass, blinds and signs) plus professional fees	The sum insured selected
Contents of Common Areas (Standard Cover)		£10,000 (or higher if requested)
Landlord's Contents (Optional Cover)		The sum insured selected

Cover excludes Accidental Damage

Glass, Blinds and Signs (Standard Cover)

Covers damage to the following items for the limits shown:

	Maximum Amount Payable
<ul style="list-style-type: none"> • External glass (including glass substitute material), framework and property in a display window caused by breaking glass 	Cost of repair or replacement
<ul style="list-style-type: none"> • Fixed plate glass (including mirrors and showcases) inside the premises 	£2,500
<ul style="list-style-type: none"> • External signs 	£1,500
<ul style="list-style-type: none"> • Sanitary ware 	£2,500
<ul style="list-style-type: none"> • External blinds 	£2,500
<ul style="list-style-type: none"> • Boarding up and reinstating intruder alarm systems 	Reasonable cost

Machinery and Computer Breakdown (Standard Cover)

	Maximum Amount Payable
Breakdown of insured plant at the premises	£1,000,000
Contamination of insured machinery by hazardous substances	£10,000
Loss of oil tank contents	£5,000
Measures taken to avoid breakdown which would otherwise have been covered by the policy	£5,000
Own surrounding property damage caused by steam explosion	£1,000,000
Debris Removal	£25,000 or 20% whichever is the lower
Repair Investigation Costs	£25,000

Principal Cover Extensions to Section 1

The following are additions to cover that are included as standard with cover taken under Section 1 so do not need to be additionally requested to be included:

- Underground Services
- Capital Additions
- Workmen
- Loss of Metered Water
- Loss of oil and LPG
- Trace and Access
- Clearing of Drains
- Index linking
- Theft of Keys and Replacement of Locks
- Debris Removal
- Damage by emergency services

Please refer to Section 1 of the policy wording for the full details of cover provided by these extensions.

Principal Exclusions to Section 1

- Land or roads
- Theft that does not involve entry to or exit from the premises by forcible and violent means or that does not involve actual or threatened assault or violence or use of force

- Theft from any garden, yard, open space, or detached outbuilding unless cover specifically included
- Theft by any employee or person lawfully on the premises
- Theft, riot, malicious damage or escape of oil or water or sprinkler leakage when your premises are unoccupied for 21 or more consecutive days
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings, unless specifically included
- Damage to articles of a brittle or fragile nature
- Subsidence damage to outbuildings, yards, pipes, cables, wires, ducting, car parks, roads, pavements, walls, gates and fences unless the structure of the main building is also affected
- Wear, tear, depreciation, loss of use, scratching, chipping, rust or other gradually operating cause
- Breakage or damage of glass, arising from repairs or alterations to the premises or in unoccupied premises
- The first amount, as detailed in the quote or schedule, of any claim

Please refer to Section 1 of the policy wording for the full details of all the exclusions.

Section 2

Loss of Rent (Optional Cover)

Principal Cover and Benefits of Section 2

The insurance can include damage by the following causes which are as defined in the Cover Causes section of the policy wording. The policy schedule will show which causes are insured for each item.

- Fire, lightning or explosion

- Specified perils
- Accidental damage
- Theft or attempted theft
- Subsidence

It also includes breakdown as set out in the policy wording.

Cover	Indemnity Period	Maximum Amount Payable
Loss of Rent Receivable and increased cost of working from the cover causes (Optional Cover)	12 months or a longer period if selected	The sum insured selected
Cost of Alternative Accommodation on residential properties (Standard Cover if Rent Receivable selected)	12 months or a longer period if selected	50% of the sum insured on Rent, or higher if requested
Loss of rent receivable and increased cost of working following machinery breakdown (Standard Cover if Rent Receivable selected)	12 months or a longer period if selected	£50,000

Principal Cover Extensions to Section 2

The following are additions to cover that are included as standard with cover taken under Section 2 so do not need to be additionally requested to be included:

- Denial of Access
- Public Utilities

- Automatic increase in Sum Insured (100%) arising out of rent reviews
- Additional increase in costs following machinery breakdown

Please refer to Section 2 of the policy wording for the full details of cover provided by these extensions.

Section 3

Liabilities (Standard Cover)

Principal Cover and Benefits of Section 3

Covers legal liability to pay compensation in the event of accidental injury or damage to property arising in connection with the ownership of the premises or in the course of the business, as detailed below.

The maximum amount payable for property owners liability can be increased on request.

	Cover	Maximum Amount Payable
Employer's Liability (Standard Cover)	Injury to clerical, caretaking and maintenance employees in the course of their employment	£10,000,000 for any one event
Property Owner's Liability (Standard cover)	Compensation to members of the public in the event of accidental injury, damage to property or obstruction, trespass, nuisance, or interference with any right of way, air, light or water	£2,000,000 for any one event

In each case claimant's costs, expenses, legal costs and solicitors' fees are payable.

Principal Cover Extensions to Section 3

The following are additions to cover that are included as standard with cover taken under Section 3 so do not need to be additionally requested to be included:

- Leased, Hired or Rented Premises
- Health and Safety at Work Act 1974
- Court Attendance
- Defective Premises Act 1972
- Data Protection Act 1998

Please refer to Section 3 of the policy wording for the full details of cover provided by these extensions.

Principal Exclusions to Section 3

- Liability arising in connection with work on some specified hazardous locations which are detailed in Section 3 of the policy wording
- Liability arising in connection with certain equipment which is detailed in Section 3 of the policy wording
- Liability which attaches, because of an agreement, but which would not have attached in the absence of the agreement
- Liability arising:
 - out of pollution or contamination unless caused by a sudden, identifiable, unintended, and unexpected incident; the maximum liability of the company for pollution or contamination which is deemed to have occurred during any one period of insurance is £1m in aggregate

- through the defective design, plan, formula, or specification of products supplied given for a fee or for which a fee would normally be payable
- out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- out of treatment given or administered or any failure to give advice or treatment, or any lack of professional skill
- Damage to property belonging to the Insured or held in trust by or in the custody or control of the Insured or employee
- Claims made in any country outside the European Union
- Liability for property being worked on where the damage is the direct result of the work undertaken
- Liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
- Liability for damage to products supplied other than food or drink supplied in the course of the business and consumed on the premises
- Liability arising out of asbestos apart from specified exceptions as detailed in Section 3 of the policy wording
- The first amount, as detailed in the quote or schedule, of any property damage claim

Please refer to Section 3 of the policy wording for the full details of all the exclusions.

Section 4

Legal Expenses (Standard Cover)

Fortis Insurance Ltd has arranged Commercial Legal Protection insurance through DAS Legal Expenses Insurance Company. DAS is a separate company that provides the legal expenses covers. Its Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Full terms and conditions can be found in the separate Legal Expenses policy wording.

Principal cover and benefits of Section 4

Covers legal costs of disputes as detailed below including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. The costs of appeal or defending an appeal are also included.

Cover	Maximum Amount Payable
<p>Employment disputes (Standard Cover) Defence of your legal rights</p> <ul style="list-style-type: none"> • Prior to the issue of proceedings in a court or tribunal following dismissal of an employee • In legal proceedings in respect of any dispute with an employee relating to their contract of employment • In legal proceedings in respect of any dispute with an employee arising from an alleged breach of their statutory rights under employment legislation <p>Compensation Awards</p> <ul style="list-style-type: none"> • Basic and/or compensatory awards arising from an alleged breach of an employee's rights under employment legislation under a claim covered under Employment Disputes <p>Service Occupancy</p> <ul style="list-style-type: none"> • Negotiation of your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible 	<p>£50,000 in total for employment disputes and compensation awards</p>
<p>Legal Defence (Standard Cover) Defence of:</p> <ul style="list-style-type: none"> • Your legal rights or your employees' legal rights prior to legal proceedings with the police or the Health and Safety Executive where it is alleged that you or your employees have committed a criminal offence in connection with your business activities • Non-motor criminal prosecutions arising from your business activities • Civil actions taken against you or your employees for compensation under section 13 of the Data Protection Act 1998, including the payment of any compensation award made against you or your employees • Civil action taken against you for wrongful arrest in respect of theft • Your employees' legal rights if civil action is taken against them under legislation for sex, sexual orientation, race, disability, age, religious belief or political opinion • Your employees' legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of your employees <p>Appeal against:</p> <ul style="list-style-type: none"> • Imposition or terms of any Statutory Notice issued under UK legislation • Refusal of the Information Commissioner to register your application <p>The attendance expenses of your employees for jury service</p>	<p>£50,000</p>
<p>Property Protection (Standard Cover) Negotiation for your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass</p>	<p>£50,000</p>
<p>Bodily Injury (Standard Cover) At your request, negotiation for your employees' and their family members' legal rights following an event causing the death of or bodily injury to them in a non-motor accident</p>	<p>£50,000</p>

Principal cover and benefits of Section 4 (continued)

Cover	Maximum Amount Payable
Tax Protection (Standard Cover) Negotiating on your behalf and representing you in any appeal proceedings in respect of: <ul style="list-style-type: none"> • A Full or Aspect enquiry carried out by the Inland Revenue • A dispute concerning compliance with Pay As You Earn or Social Security Regulations by the Inland Revenue • An assessment by HM Customs and Excise in respect of VAT 	£50,000 except for Aspect Enquiries where a limit of £2,000 applies
Optional Covers Statutory Licence Protection, Contract Disputes Cover, Debt Recovery	£50,000
Property Let Protection	£25,000

Please refer to Section 4 of the policy wording for full details.

Principal Cover Exclusions to Section 4

- Cover will only apply if it is more likely than not that you or your employees will recover damages or be successful in a claim
- Costs incurred before DAS agrees to appoint a representative to help you or your employees
- Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help you or your employee
- The first £200 of any loss in respect of any claim involving an Aspect enquiry

Please refer to Section 4 of the policy wording for the full details of all the exclusions.

Exclusions, cancellations, claims and complaints

Excluded Property

There is no cover under this policy for antiques, furs, suede or leather clothing (other than footwear), jewellery, gold or silver articles, firearms, ammunition, explosives and fireworks which are all excluded, unless specifically requested and shown as included.

Terrorism

This policy excludes all losses arising from, caused by, or contributed to by terrorism, except for Employer's Liability where cover is subject to a limit of £5,000,000 for any one event. Terrorism cover can be purchased on request.

Unoccupancy

There is no cover under the policy for properties unoccupied for more than 21 consecutive days unless notified to us for agreement.

Please refer to the General Conditions and Exclusions section of the policy wording for full details of all the general policy exclusions.

Cancellation Procedure

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

Claim Notification

For all claims other than legal expenses claims, contact the Fortis Claims Department on the number in the schedule on the front of the policy. The line is open 24 hours a day, 365 days a year. The claims handler will ask your name, policy number and full details of the loss circumstances. You will be advised on the procedures and what documentation is required by us to deal with your claim. Alternatively you can fax details to the number in the schedule or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, The Square, Gloucester Business Park, Brockworth, Gloucester, GL3 4AD.

For legal expenses claims, contact the Legal Claims Centre, DAS Legal Expenses Insurance Company at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Full claims procedures are noted in the policy wording under the General Conditions and extra details are noted on the Policy Schedule.

Complaint Procedure

If you are unhappy with any part of our service, please follow the steps below:

- Step 1** Contact a Fortis Customer Service Adviser, Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA.
- Step 2** If your complaint has not been resolved, contact Barry Smith, Chief Executive, Fortis Insurance Ltd at the same address, unless your problem relates to legal expenses insurance in which case please contact DAS Managing Director at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- Step 3** If you are not satisfied with our final decision and your business turnover is less than £1 million you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Please see page 41 of the Property Owners policy wording for the full details of the complaints procedures.

Financial Services Compensation Scheme

In the event that Fortis Insurance Ltd is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme; their telephone number is **0207 8927300**. More information can be found at www.fscs.org.uk

Office addresses

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The Square
Gloucester Business Park
Brockworth
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GL3 4AD

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Fortis Insurance Limited is authorised
and regulated by the Financial Services
Authority

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